



STATE OF UTAH
NATURAL RESOURCES
Water Rights

Southeastern Area • 453 S. Carbon Avenue • P.O. Box 718 • Price, UT 84501-0718 • 801-637-1303

File m/019/018

Norman H. Bangerter, Governor
Dee C. Hansen, Executive Director
Robert L. Morgan, State Engineer

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APR 03 1987

DIVISION OF
OIL, GAS & MINING

April 1, 1987

Division of Oil, Gas & Mining
Attn: Arlene Sollis
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203

Re: Temporary Change Application No. t-14280 (05-Area)

Dear Arlene:

Enclosed is a copy of the above referenced Temporary Change Application. Please keep this copy for your records and if you have any questions, feel free to contact our office.

Sincerely,

Mary Killian
Secretary

Enclosure
MPP/mjk



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DIVISION OF
OIL, GAS & MINING

April 1, 1987

Phil Gramlich
460 Rosetree Lane
Moab, Utah 84532

Re: Temporary Change Application No. t-14280 (05-Area)

Dear Mr. Gramlich:

The above numbered Temporary Change Application has been approved and a copy is enclosed for your records.

Please feel free to contact me if you have any questions.

Sincerely,

Blaine Ipson

Blaine Ipson, Hydrologic Engineer
for Robert L. Morgan, State Engineer

Enclosure
RLM/BI/mjk

APPLICATION FOR TEMPORARY CHANGE OF WATER

RECEIVED

Rec. by _____

Fee Paid \$ _____

Receipt # _____

Microfilmed _____

Roll # _____

STATE OF UTAH APR 1 1987

WATER RIGHTS

For the purpose of obtaining permission to make a temporary change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of the Laws of Utah.

* Application No.: t-14280 (05 Area) * Distribution System: Mill Creek - Grand County

Type of change sought: (check those applicable)

☒ point of diversion
☒ place of use
☒ nature of use

Right evidenced by: 05-1523 Grand County Water Conservancy District - Contract

Owner: Name: Phil Gramlich

Address: 460 Rosetree Lane

City: Moab State: Utah Zipcode: 84532

Past Use of Water Right

Quantity of Water: 14.90 cfs and/or _____ acre-feet

Period of Use: from March 15 to November 15 to & January 1 to December 31 inclusive

Period of Storage: from January 1 to December 31 inclusive

Direct Source of Supply: Mill Creek

in San Juan County

Water has been diverted into Sheley Tunnel and Two Ditches ditch/canal at a point: 1) N.95 ft. & W.872 ft. from E $\frac{1}{4}$ Cor. Sec. 5, T27S, R23E; 2) N.1025 ft. & W.2250 ft. from SE Cor. Sec. 21; 3) N.1450 ft. & W.1400 ft. from SE Cor. Sec. 27, both T26S, R24E, SLB&M.

Water has been used for the following purposes: Irrigation, Industrial, Fish Propagation, Recreation, Municipal

(Sole supply 819.96 acres) Total acres: 1720.00

Proposed Changes

Quantity of Water: _____ cfs and/or 1.50 acre-feet

Water has been diverted into a pipeline ditch/canal at a point: S. 95 ft. & E. 690 ft. from N $\frac{1}{4}$ Cor. Sec. 26, T26S, R23E, SLB&M.

(12 miles SE of Moab) Castle Valley Quad

Period of Change: from May 1, 1987 to December 15, 1987 inclusive

Reasons for the change are: The water will be used for placer mining.

Water involved herein has previously temporarily changed, prior to this application, in the following years: 1986

Water will be used for the following purposes: For concentrating gold from gravel, sand by gravity process in S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 23, T26S, R23E, SLB&M.

Total acres: _____

Explanatory

The applicant has a signed agreement with the Grand County Water Conservancy District to use 1.5 acre feet of water as described above during 1987. A copy of the agreement is attached and is the basis for this temporary change application.

* These items are to be completed by Division of Water Rights

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Temporary Change
DIVISION OF
GAS & MINING

The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein, at the time of filing, rests with the applicant(s).

Signature of Applicant(s)

P. J. Dammick

GRAND COUNTY WATER CONSERVANCY DISTRICT

IRRIGATION WATER APPLICATION AND AGREEMENT

RECEIVED

MAR. 30 1987

WATER RIGHTS
PRICE

THIS AGREEMENT is made this 25th day of

March, 19 87 at Moab, Utah, between the GRAND COUNTY WATER CONSERVANCY DISTRICT, referred to below as "the District", and

Phil Gramlich, referred to below as "Water User". The Grand County Water Conservancy District is a Utah water conservancy district formed under the provisions of Paragraph 79-9-1, Utah Code Annotated (1953) for purposes of developing and improving the water resources of the State of Utah. In furtherance of these goals and purposes, the District hereby agrees to sell water on a year to year basis to Water User on the following terms and conditions:

1. Quantity. The maximum quantity of water to be sold

under this Agreement shall be 1 1/2 acre feet of water per year. The quantity delivered each year may differ and will depend upon the amount available and the subsequent proration per user class. The maximum quantity of water allowable under this contract will be determined pursuant to a schedule based upon consumptive uses by crop irrigated and established by the Board of Trustees of the District.

2. Use. The use to be made of this water by Water User

shall be limited to the sprinkle or drip irrigation of _____ acres and watering of livestock located on the following

described premises: T26 S R23 E Sec. 26 - Point of Diversion - use on Sec.

Present use is approximately _____ acres in alfalfa,

_____ acres grass or pasture, _____ acres in lawn and

garden, _____ acres sprinkled fruit orchards, _____

_____ acres drip fruit orchards, _____ drip grape vineyards and

_____ acres to be developed for the following agricultural

purposes: Placer Gold mine

The water to be purchased by user under this agreement is for the irrigation of agricultural crops and livestock watering and is not of culinary quality. The District assumes no liability if the user allows said water to be used for culinary purposes.

3. Payments. Water User agrees to pay \$ 75.00 for

the agreed quantity of water in advance. Payments shall be due on or before January 1 of the year in which the water will be used. It is understood and agreed that water rates may vary from year to year to allow for payment of the District's obligations to the State of Utah, and to provide necessary revenue for the proper operation and maintenance of the system. On or before each November 15th, the Board of Directors of the District will set the water rates for the

coming irrigation season and complete mailing of all bills to Users. Water user agrees to pay for the water contracted for, whether or not the water is actually taken and used. This contract is in effect on a year-to-year basis, and will terminate without further notice if payment is not received by January 31st of the year in question. Upon termination of this contract, it is hereby mutually agreed that the water will be considered available for sale to other users; no rights to water have been contractually created.

5. Connection Fee. Water User agrees to pay a connection

fee of \$ _____ to cover the costs of connecting Water User's irrigation system to the District's pipeline. This connection fee covers the cost of excavation, plumbing, gate valve, backfilling and administrative expenses relative to Water User's connection. All plumbing work to the User's side of the valve shall be done by the District or its contractor, and shall become the property of the District. The connection fee is calculated on the cost of running the service line from the District Main to the delivery point, and shall be according to the schedule documented in the Rules and Regulations as adopted by the Board of Trustees of the District.

6. Maintenance. The District agrees to maintain its water

collection and distribution system to the District's side of Water User's valve or point of connection. Water User shall be responsible for all maintenance and repairs on the out-flow side of valve or the point of connection. The District shall maintain the valve.

7. Pressure. The District's system is designed to deliver

pressure at this Water User's connection at an estimated average normal pressure of _____ psi. Water User shall install a sprinkling system which is compatible with these operating pressures, or, at his or her cost, install equipment to increase or decrease pressure to meet the particular needs of his or her system. Damages to the Water User's system resulting from pressure fluctuations will not be the responsibility of the District.

8. Interruption in Service. The District, and its directors,

employees, or agents, shall have no liability to Water User for damage or crop loss due to interruptions in service due to emergency shut-down, malfunction, or damage to the District's pipeline, reservoir or diversion systems, or other events beyond the reasonable control of the District. The District agrees to make repairs to their system as quickly as reasonably possible, and further agrees to keep the overall system in a good state of repair at all times.

9. Allocation of Shortages. In the event that water is in

short supply, and the District is unable to supply all of the water the District has contracted for, and such shortfall has occurred as a result of drought, pipeline or dam failure, or other circumstances beyond the control of the District; the District's Board of Directors shall have the right to allocate available water among the Water Users. The District will give preference in allocation to domestic and municipal supply needs through exchange agreements.

10. Beneficial Use. The doctrine of beneficial use shall be applied to water sales from the District to Water User. Under this doctrine, no Water User shall be allowed to contract for more water than is determined by the District that he or she may be able to beneficially use at the time the water is contracted for. If, in the District's opinion, any water user has contracted for excess water beyond what can be beneficially used by that Water User, and there exists a significant demand for additional water from other water users or would-be water users, the District may reduce the quantity of water contracted for under this Agreement, provided that the annual payments shall also be reduced proportionately. Any such action must be in writing from the District to the Water User.

11. Assignment. Water User may assign with the approval of the District all or part of the land and proportionate water under this contract to any other person or entity for irrigation use and livestock watering; approval will not be unreasonably withheld provided that all payments and assessments due under this contract are current at the time of the assignment, and further provided that the assignee agrees to assume the Water User's assigned obligations under this contract and that all or that part of the land and water described in the assignment will continue to be used for agricultural uses. The Water User shall file a copy of the assignment and assumption agreement

with the District's office. Changes of use proposed by an assignee of all or part of the interests herein may not be made under this contract or assignment thereof.

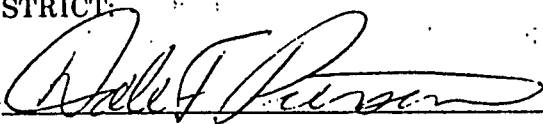
13. Metering. If the District determines that it is necessary to meter Water User's connection in order to ensure proper payment of water used or for other purposes, the District may install and maintain meters at its own expense. Water User agrees that after meters are set, payment may continue on the basis of acreage irrigated, by reference to the meter reading, or some combination of the two, as determined by the Board of Directors. If for any reason the Water User requests a water meter be installed, the District may install said meter at Water User's expense.

14. Conversion of Use. ~~The water sold under this Agreement is for irrigation and stock watering purposes only.~~ Conversions to other uses, such as municipal or industrial uses, are not permitted under this contract. Proposed conversions of usage may be made only through the completion of a contract between the District and Water User in the form established by the District for such uses and agreement to pay the applicable water rates set by the Board.

15. Rules and Regulations. This agreement made subject to the Rules and Regulations of the District as promulgated by the Board, and as may be amended from time to time.

ACCEPTED:
GRAND COUNTY WATER CONSERVANCY
DISTRICT:

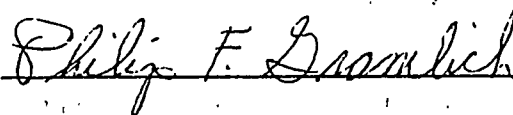
By



Its

Manager/Operator

WATER USER:



MAILING ADDRESS:

460 Rose Tree Lane

Moab, Ut. 84532

TELEPHONE:

259-7564

Pd. \$75.00 3/25/87
rpt #2617 ck #652

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